

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

MAHMOUD LATIF, )  
Plaintiff, )  
)  
-against- )  
)  
MORGAN STANLEY & CO. LLC, )  
MORGAN STANLEY SERVICES GROUP INC., )  
CARMEN GOMEZ, individually, )  
LILY CHAN, individually, )  
JACQUELINE LUCAS, individually, )  
BRIAN DERBY, individually, )  
LISA SWEBERG individually, )  
LAUREN KEIGLER, individually, and )  
MICHAEL GREY, individually, )  
Defendants. )

Civil Case No: 18-cv-11528

STIPULATION AND  
PROPOSED ORDER

USDS SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #:  
DATE FILED 5/15/19

WHEREAS, on March 19, 2019, Defendants Morgan Stanley & Co. LLC, Morgan Stanley Services Group Inc., Carmen Gomez, Lily Chan, Jacqueline Lucas, Brian Derby, Lisa Sweberg, Lauren Keigler, and Michael Grey (“Defendants”) moved to compel arbitration of Plaintiff Mahmoud Latif’s (“Plaintiff”) claims pursuant to a written arbitration agreement. (DE# 43).

WHEREAS, in their Memorandum of Law in support of their Motion to Compel Arbitration, Defendants argued, *inter alia*, that the Court should compel the question of whether Plaintiff’s sexual harassment claims are arbitrable to arbitration pursuant to the parties’ express agreement (DE# 44).

WHEREAS, on May 3, 2019, Plaintiff opposed Defendants’ Motion to Compel Arbitration, arguing that the Court, not an arbitrator, should decide the question of arbitrability of Plaintiff’s sexual harassment claims. (DE# 42).

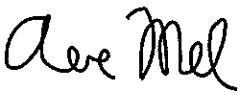
WHEREAS, Plaintiff and Defendants have a mutual interest in efficiently and expeditiously

resolving unnecessary disputes to streamline Defendants' Motion without otherwise waiving any rights they may have.

It is HEREBY STIPULATED AND AGREED, with respect to Defendants' Motion to Compel Arbitration (DE# 43):


1. That the Court, and not an arbitrator, shall decide whether Plaintiff's sexual harassment claims as set forth in the First Amended Complaint are precluded from arbitration by CPLR §7515; and
2. That the parties' submission to the Court of the issue of arbitrability of Plaintiff's sexual harassment claims as set forth in Paragraph 1 above shall not operate as a waiver of any other right they may have in this or other matters, including, but not limited to, any right they may have to compel arbitration of any issues, claims, or disputes, or to compel arbitration of any other issue of arbitrability.

AGREED AND CONSENTED TO:

DEREK SMITH LAW GROUP, PLLC	MORGAN, LEWIS & BOCKIUS LLP
 Abraham Z. Melamed, Esq., 1 Penn Plaza, Suite 4905 New York, NY 10119 Tel: 212.587.0760 Abe@dereksmithlaw.com <i>Attorneys for Plaintiff</i>	<u>/s/ Kimberley E. Lunetta</u> Kimberley E. Lunetta 101 Park Avenue New York, NY 10178 Tel: 212.309.6000 Kimberley.lunetta@morganlewis.com <i>Attorneys for Defendants</i>
Dated: May 10, 2019	Dated: May 10, 2019

IT IS SO ORDERED

Dated: 5/15/19

  
The Honorable Denise Cote *SDNY*  
United States District Judge  
*Paul F.*